

AG Contract No.: KR05-0842TRN  
ADOT ECS File No.: JPA 05-059  
Project No.: HRF-PPN-0-819  
Project: Intersection Reconstruction  
Section: McCartney – Overfield  
TRACS No.: HF119 01D / 01C  
Budget Source Item No.: N/A  
HURF Exchange Program

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE COUNTY OF PINAL

**THIS AGREEMENT** is entered into this date November 18, 2005, pursuant to Arizona Revised Statutes, § 11-951 through § 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the COUNTY OF PINAL, acting by and through its BOARD OF SUPERVISORS (the "County").

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 and § 28-6993(G) to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

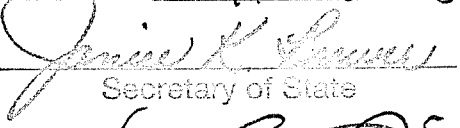

2. The County is empowered by Arizona Revised Statutes § 11-251 and § 11-951 et. seq. to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.

3. The State has approved the exchange of \$30,000.00 Highway User Revenue Funds (HURF) in Fiscal Year 2005 to the County for the **design** of intersection reconstruction on McCartney and Overfield Roads, and such funds will be repaid to the State by withholding from CENTRAL ARIZONA ASSOCIATION OF GOVERNMENTS (CAAG) federal funds and the obligation authority for federal funds in the amount of \$32,298.00 in Fiscal Year 2005.

4. The State has approved the exchange of \$170,000.00 Highway User Revenue Funds (HURF) in Fiscal Year 2006 to the County for **intersection reconstruction** on McCartney and Overfield Roads, and such funds will be repaid to the State by withholding from CENTRAL ARIZONA ASSOCIATION OF GOVERNMENTS (CAAG) federal funds and the obligation authority for federal funds in the amount of \$183,026.00 in Fiscal Year 2006.

**THEREFORE**, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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NO. 27837  
Filed with the Secretary of State  
Date Filed: 11-18-05  
  
Secretary of State  
By: 

## **II. SCOPE OF WORK**

### 1. The County shall:

a. Provide design plans, specifications and such other contract documents and services required for bidding and roadway reconstruction.

b. Be responsible for any additional funds required for design of the project, and for any claims for extra compensation for whatever reason, and comply with all applicable State laws, rules and regulations.

c. Invoice the State in an amount not to exceed \$30,000.00 for the reimbursement of the design costs.

d. Advertise for bids and award one or more construction contracts for the project. Administer same, and make all payments to the contractor(s); be responsible for any additional funds required to complete the project and for any contractor claims for extra compensation due to delays for whatever reason and comply with all applicable State laws, rules and regulations.

e. Invoice the State for thirty percent of the \$170,000.00 project construction cost for fiscal year 2006, upon award of the construction project.

f. Invoice the State for thirty percent of the \$170,000.00 project construction cost for Fiscal Year 2006, at the thirty percent and sixty percent project construction completion stages.

g. Upon satisfactory completion of construction, approve and accept the project as complete and provide maintenance, and provide the State with a letter documenting the notice of the approval and acceptance of the project.

h. Invoice the State for the remaining ten percent of the \$170,000.00 project construction cost for fiscal year 2006 at the one hundred percent project construction completion stage, after the County, CAAG, and the State (ADOT) representatives have completed final project review.

### 2. The State shall:

a. Withhold from CAAG, federal funds and the obligation authority of federal funds in an amount of \$32,298.00 in fiscal year 2005 for design costs.

b. Within thirty-days (30) after receipt and approval of a design invoice, and a letter confirming the design has been completed, reimburse the County for an amount not to exceed \$30,000.00 for design costs.

c. Withhold from CAAG, federal funds and the obligation authority of federal funds in an amount of \$183,026.00 in fiscal year 2006 for intersection construction.

d. Within thirty-days (30) after receipt of an invoice and a letter confirming the construction project has been awarded, advance the County thirty percent of the HURF funds.

e. Within thirty-days (30) after receipt and approval of a construction invoice at the thirty and sixty percent construction completion stages, advance the County HURF funds in the amount of thirty percent at each invoiced stage for construction.

f. After final project review, and within 30 days after receipt and approval of construction invoices for the remaining ten percent of the project construction, advance the County HURF funds in the final ten percent amount of the \$170,000.00 for the final roadway reconstruction in Fiscal Year 2006.

### **III. MISCELLANEOUS PROVISIONS**

1. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction project. The County assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. The County shall require its contractors to name the State and Arizona Department of Transportation (ADOT) as an additional insured in the contractor's policies. The County shall also require its contractors to name the State and ADOT as an additional indemnitee in the County's contracts with its contractors. It is understood and agreed that the State's participation is confined solely to advancing highway user revenue funds; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof, shall be solely the liability of the County and that to the extent permitted by law, the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or nonperformance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

2. The terms, conditions and provisions of this Agreement shall remain in force and effect until completion of said project and related reimbursement, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be canceled at any time prior to the award of the project construction contract, upon thirty (30) days written notice to the other party. It is understood and agreed that, in the event this Agreement is terminated by the County, the State shall in no way be obligated to maintain said project.

3. This Agreement shall become effective upon filing with the Secretary of State.

4. This Agreement may be canceled in accordance with Arizona Revised Statutes § 38-511.

5. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

6. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

7. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

8. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

9. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17th Avenue, Mail Drop 616E  
Phoenix, AZ 85007  
FAX (602) 712-7424

Pinal County  
Attn: County Manager  
PO Box 827  
Florence, AZ 85232  
(520) 866-6512

With a carbon copy to:  
Department of Public Works  
Attn: Doug Hansen  
PO Box 727  
Florence, AZ 85232  
Fax No. (520) 866-6511

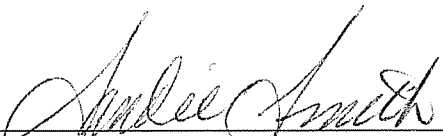
10. Pursuant to Arizona Revised Statutes § 11-952 (D), attached hereto and incorporated herein, is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this Agreement and that the Agreement is in proper form.

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IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

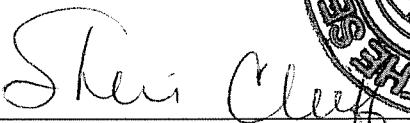
**PINAL COUNTY**

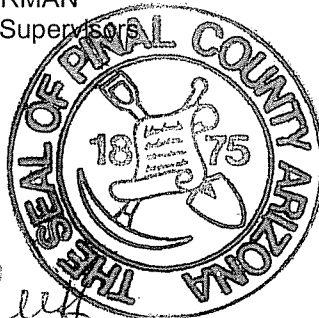
**STATE OF ARIZONA**  
Department of Transportation

By   
SANDIE SMITH, CHAIRMAN  
Pinal County Board of Supervisors

By   
DALE BUSKIRK, Division Director  
Transportation Planning Division

ATTEST

By   
SHERI CLUFF, DEPUTY CLERK  
Pinal County Board of Supervisors



JPA 05-059

APPROVAL OF THE COUNTY OF PINAL

I have reviewed the above referenced Intergovernmental Agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the COUNTY OF PINAL, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the COUNTY under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 19<sup>th</sup> day of September, 2005.

[Signature]  
Deputy County Attorney

When recorded, return to:  
Clerk of the Board  
Pinal County Board of Supervisors  
P O Box 827  
Florence, AZ 85232

**RESOLUTION NO.** 101905-JPA-05-059

**RESOLUTION OF THE PINAL COUNTY BOARD OF SUPERVISORS  
AUTHORIZING PINAL COUNTY TO ENTER INTO INTERGOVERNMENTAL  
AGREEMENT JPA 05-059 WITH THE STATE OF ARIZONA, ACTING BY AND  
THROUGH ITS DEPARTMENT OF TRANSPORTATION, FOR THE PURPOSE  
OF DEFINING RESPONSIBILITIES FOR THE EXCHANGE OF HIGHWAY  
USER REVENUE FUNDS FOR THE DESIGN AND CONSTRUCTION OF  
INTERSECTION IMPROVEMENTS TO MCCARTNEY AND OVERFIELD  
ROADS.**

WHEREAS, Pinal County is empowered by A.R.S. § 11-251 and § 11-951 et seq. to enter into Intergovernmental Agreement JPA 05-059; and,

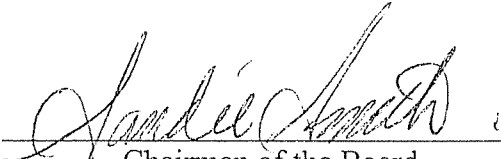
WHEREAS, the State of Arizona has approved the exchange of Highway User Revenue Funds (HURF) in the amount of \$30,000 in fiscal year 2005 to the County for design of intersection improvements to McCartney and Overfield Roads. Such funds shall be repaid to the State by withholding from the Central Arizona Association of Governments (CAAG) Federal funds and the obligation authority for Federal funds in the amount of \$32,298 in fiscal year 2005; and,

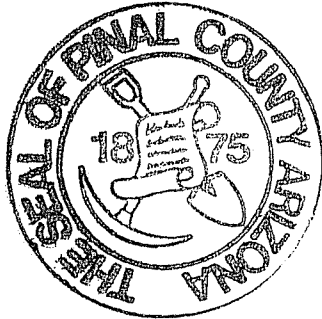
WHEREAS, the State of Arizona has approved the exchange of Highway User Revenue Funds (HURF) in the amount of \$170,000 for fiscal year 2006 to the County for construction of intersection improvements to McCartney and Overfield Roads. Such funds shall be repaid to the State by withholding from the Central Arizona Association of Governments (CAAG) Federal funds and the obligation authority for Federal funds in the amount of \$183,026 in fiscal year 2006; and,

WHEREAS, it is in the best interests of the welfare and safety of the citizens of Pinal County to enter into Intergovernmental Agreement JPA 05-059.


THEREFORE, BE IT RESOLVED: Pinal County is hereby authorized to enter into Intergovernmental Agreement JPA 05-059 with the State of Arizona, by and through its Department of Transportation, for the purpose of defining responsibilities for the exchange of Highway User Revenue Funds for the design and construction of intersection improvements to McCartney and Overfield Roads.

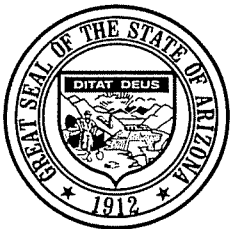
PASSED AND ADOPTED this 19<sup>th</sup> day of October, 2005,  
by the PINAL COUNTY BOARD OF SUPERVISORS.

  
Chairman of the Board



ATTEST:

  
Deputy Clerk of the Board



STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
CIVIL DIVISION  
TRANSPORTATION SECTION

Susan E. Davis  
Assistant Attorney General

Direct: 602-542-8855  
Fax: 602-542-3646


**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR05-0842TRN (**JPA 05-059**), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED 11-10, 2005.

TERRY GODDARD  
Attorney General

  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

SED:dgr  
Attachment  
934179